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2005 - 2006  
AGREEMENT  
BETWEEN  
COUNTY OF MILWAUKEE  
AND  
DISTRICT NO.10 INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS

\* \* \* \* \*

This Agreement made and entered into by and between the County of Milwaukee, a municipal body corporate as municipal employer, hereinafter referred to as "County" and District No. 10 of the International Association of Machinists and Aerospace Workers, as representative of employees who are employed by the County of Milwaukee, hereinafter referred to as "Union".

W I T N E S S E T H

In consideration of the mutual covenants herein contained, the parties hereto do hereby mutually agree as follows:

PART 1

1.01 RECOGNITION

The County of Milwaukee agrees to recognize and herewith does recognize District No. 10 of the International Association of Machinists and Aerospace Workers as the exclusive collective bargaining agent on behalf of the employees of Milwaukee County in accordance with the certification of the Wisconsin Employment Relations Commission, Case L, No. 15909, ME-826, Decision No. 11685, in respect to wages, hours and conditions of employment, pursuant to Subchapter IV, Chapter 111.70, Wisconsin Statutes, as amended.

1  
2 1.02 EMPLOYEE DEFINED

3 Wherever the term "employee" is used in this Agreement, it shall mean and include only  
4 those employees of Milwaukee County within the certified bargaining unit represented by  
5 the Union.  
6

7 1.03 NON-DISCRIMINATION

8 The County shall not discriminate in any manner whatsoever against any employee or  
9 applicant for employment because of race, sex, age, nationality, political or religious  
10 affiliation.  
11

12 The County and the Union agree that the County will take all appropriate action  
13 necessary to comply with the Americans With Disabilities Act.  
14

15 1.04 DURATION OF AGREEMENT

16 (1) The provisions of this Agreement shall become effective on January 1,  
17 2005 unless otherwise herein provided. Unless otherwise modified or  
18 extended by mutual agreement of the parties, this Agreement shall expire  
19 on December 31, 2006.

20 (2) The initial bargaining proposals of the County and the Union for a  
21 successor agreement shall be exchanged prior to November 1, 2004 at a  
22 time mutually agreeable to the parties. Thereafter, negotiations shall be  
23 carried on in an expeditious manner and shall continue until all  
24 bargainable issues between the parties have been resolved.

25 (3) This timetable is subject to adjustment by mutual agreement of the parties  
26 consistent with the progress of negotiations.  
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1    1.05 MANAGEMENT RIGHTS

2    The County of Milwaukee retains and reserves the sole right to manage its affairs in  
3    accordance with all applicable laws, ordinances, resolutions and executive orders.  
4    Included in this responsibility, but not limited thereto, is the right to determine the  
5    number, structure and location of departments and divisions; the kinds and number of  
6    services to be performed; the right to determine the number of positions and the  
7    classifications thereof to perform such service; the right to direct the work force; the right  
8    to establish qualifications for hire, to test and to hire, promote and retain employees; the  
9    right to transfer and assign employees, subject to existing practices and the terms of this  
10   Agreement; the right, subject to civil service procedures and the terms of this Agreement  
11   related thereto, to suspend, discharge, demote or take other disciplinary action and the  
12   right to release employees from duties because of lack of work or lack of funds; the right  
13   to maintain efficiency of operations by determining the method, the means and the  
14   personnel by which such operations are conducted and to take whatever actions are  
15   reasonable and necessary to carry out the duties of the various departments and divisions.

16  
17   In addition to the foregoing, the County reserves the right to make reasonable rules and  
18   regulations relating to personnel policies, procedures and practices and matters relating to  
19   working conditions, giving due regard to the obligations imposed by this Agreement.  
20   However, the County reserves total discretion with respect to the function or mission of  
21   the various departments and divisions, the budget, organization, or the technology of  
22   performing the work. These rights shall not be abridged or modified except as  
23   specifically provided for by the terms of this Agreement, nor shall they be exercised for  
24   the purpose of frustrating or modifying the terms of this Agreement. But these rights  
25   shall not be used for the purpose of discriminating against any employee or for the  
26   purpose of discrediting or weakening the Union.

27  
28   The County is genuinely interested in maintaining maximum employment for all  
29   employees covered by this Agreement consistent with the needs of the County.

1 In planning to contract or subcontract work, the County shall give due consideration to  
2 the interest of County employees by making every effort to insure that employees with  
3 seniority will not be laid off or demoted as a result of work being performed by an  
4 outside contractor.

5  
6 In the event a position is abolished or a bargaining unit employee is laid off as a result of  
7 contracting or subcontracting, the County will hold advance discussions with the Union  
8 prior to letting the contract. The Union representatives will be advised of the nature,  
9 scope of work to be performed, and the reasons why the County is contemplating  
10 contracting out work.

11  
12 1.06 AFFIRMATIVE ACTION STATEMENT

13 The County and the Union agree to abide by all of the provisions of the Consent Order in  
14 Civil Action No. 74-C-374 in the United States District Court for the Eastern District of  
15 Wisconsin in Johnnie G. Jones, et al, vs. Milwaukee County, et al. The County and the  
16 Union further agree that when provisions of the Agreement are in conflict with the  
17 Consent Order, the provisions of the Consent Order shall be controlling.

18  
19 **PART 2**

20  
21 The provisions of this Part 2 shall become effective in accordance with Part 1 unless  
22 otherwise provided.

23  
24 2.01 WAGES

25 (1) Effective November 6, 2005 wages of bargaining unit employees  
26 shall be increased by two percent (2.0%).

27  
28 (2) July 2, 2006 wages of bargaining unit employees shall be increased  
29 by two percent (2.0%).  
30

1           (3)     Employees assigned to carry a Radio Pager during non-duty hours  
2                   shall be compensated an additional 50 cents per hour for all hours  
3                   worked during their regular schedule. Effective the pay period  
4                   following the date the contract is ratified by the County, employees  
5                   assigned to carry a Radio Pager during non-duty hours shall be  
6                   compensated an additional one dollar and fifty cents (\$1.50) per  
7                   hour for a combined total of two dollars (\$2.00) per hour for all  
8                   hours worked during their regular schedule. Radio Pager pay,  
9                   when earned, shall not be added to the employee's regular rate for  
10                  purposes of determining overtime pay or fringe benefits.  
11                  Assignment to Radio Pager duty shall be at the sole discretion of  
12                  the Building Superintendent.

13  
14           (4)     The Machinist Lead classification shall be paid ten percent (10%) above  
15                   the current Machinist classification.

16           (5)     The County agrees to fill one (1.0) full-time Machinist position between  
17                   July 7, 2005 and sixty (60) days following the ratification of the contract  
18                   by the County. Section 2.01 (5) shall sunset when the County hires one  
19                   (1.0) full-time Machinist.

20  
21     2.02 STARTING TIMES

22           (1)     The normal starting times, except for emergencies, shall be as follows:

23                   (a)     Courthouse Complex - 7 a.m. or 8 a.m.;

24                   (b)     House of Correction - 7:30 a.m.

25           (2)     Changes to the above cited starting times as the result of non-emergency  
26                   situations shall be discussed with representatives of the Union and the  
27                   Department of Labor Relations prior to implementation.

28  
29     2.03 WORK WEEK

30     The normal work week shall extend from Monday through Friday, except for emergency  
31     situations where modifications may be required. Changes to the normal work week as

1 the result of non-emergency situations shall be discussed with representatives of the  
2 Union and the Department of Labor Relations prior to implementation.

#### 4 2.04 OVERTIME

5 (1) For the purpose of this section, overtime shall be defined as hours worked  
6 in excess of 8 per day or forty (40) per week.

7 (2) When overtime is worked, it shall be compensated at a rate one and one-  
8 half times the rate in the form of cash or compensatory time off, at the  
9 discretion of the department head, for such work when it is performed  
10 during non-overtime hours.

11 (3) No more than fifty (50) hours of compensatory time will be permitted for  
12 carry-over into the succeeding year. Failure of the employee to schedule  
13 time in excess of fifty (50) hours by October 15th will result in  
14 management scheduling the time off for the employee. However,  
15 management may buy-out a portion or all of the employees unliquidated  
16 compensatory time.

#### 18 2.05 OVERTIME ASSIGNMENTS

19 Whenever possible, overtime assignments shall be rotated in accordance with seniority  
20 among those employees in the appropriate classification who are able to perform the  
21 work.

#### 23 2.06 CALL IN PAY

24 An employee called in to work outside of the employee's regularly scheduled shift shall  
25 be credited with a minimum of 4 hours or the number of hours actually worked,  
26 whichever is greater. Multiple call-ins shall not result in the payment of the minimum for  
27 each call when more than one response is within the 4 hours until the actual hours worked  
28 exceed 4 hours.

29 (1) Call in pay shall be paid at the rate of time and one-half when such hours  
30 worked are in excess of 8 per day or 40 per week.

- 1           (2)     Call in shall not apply to hours worked outside of an employee's regularly  
2                     scheduled shift where the regular shift starting time is modified to meet  
3                     emergency situations.  
4

5     2.07 SHIFT DIFFERENTIAL

6     All employees, except those specifically enumerated in s. 17.14(6), C.G.O., where  
7     applicable, shall receive a shift differential of 35 cents per hour for all hours worked  
8     during shifts beginning at or after 2:30 p.m. and ending at or before 7:15 a.m.; and  
9     employees whose shifts do not begin or end as indicated above shall be paid 35 cents per  
10    hour for all hours worked between 6 p.m. and 7 a.m. Shift premium, when earned, shall  
11    be added to the employee's regular rate for purposes of determining overtime  
12    compensation.  
13

14    2.08 RETIREMENT SYSTEM

- 15           (1)     For employees hired on and after January 1, 1982, the provisions of  
16                     Chapter 201.24, Employee Retirement System, shall be modified as  
17                     follows:

18               (a)     Final average salary means the average annual earnable  
19                        compensation for the five consecutive years of service during  
20                        which the employee's earnable compensation was the highest  
21                        or, if he should have less than five years of service, then his  
22                        average annual earnable compensation during such period of  
23                        service. Effective December 22, 2003 (pay period one of  
24                        2003), the word "five" in the preceding sentence shall be  
25                        replaced with "three".

26               (b)     All pension service credit earned on and after January 1, 2001  
27                        shall be credited in an amount equal to 2% of the employee's  
28                        final average salary. For each year of service credit earned after  
29                        January 1, 2001, eight (8) years of service credit earned prior to  
30                        January 1, 2001 shall be credited at 2% of the employee's final

1 average salary. This provision shall not apply to a member of the  
2 Employee's Retirement System who became a member of the  
3 System on or after January 1, 1982 and as of January 1, 2001 is  
4 either eligible for a deferred vested pension benefit, or is  
5 receiving a pension benefit, unless such member returns to active  
6 County employment and is eligible to earn additional pension  
7 service credit. Said credit shall be awarded on a daily basis.

8 (c) Any employee whose last period of continuous membership began  
9 on or after January 1, 1982, shall not be eligible for a deferred  
10 vested pension if his employment is terminated prior to his  
11 completion of five (5) years of service.

12 (d) Retention Incentive Bonus. Members of the System whose  
13 membership began prior to January 1, 1982, and as of January 1,  
14 2001, are either actively employed or on an approved leave of  
15 absence, shall have their final average salary increased by a bonus  
16 of 7.5% for each year of pension service credit earned after  
17 January 1, 2001. Said bonus shall be credited on a daily basis and  
18 the maximum bonus which can be added to an eligible member's  
19 final average salary shall not exceed 25%. This provision shall not  
20 apply to a member of the Employee's Retirement System who  
21 became a member of the System prior to January 1, 1982, and as of  
22 January 1, 2001 is either eligible for a deferred vested benefit  
23 under 201.24 (4.5) or is receiving a pension benefit, unless such  
24 member returns to active County employment on or after January  
25 1, 2000 and is eligible to earn additional pension service credit.

26 (2) For employees who retire after January 1, 1986, overtime shall not be  
27 included in the computation of final average salary.

28 (3) An employee-member shall be eligible for a normal pension if his  
29 employment is terminated on or after he has attained age 55 and has



completed 30 years of service; or if his employment is terminated on or after he has attained age 60 and has completed 5 years of service.

(4) In the event of the death of an employee-member in active service prior to age 60 and after completing at least 10 years of service, his surviving dependent spouse or child shall receive a survivor pension. This provision shall apply to all employee-members hired on or after the effective date of this Agreement.

(5) For all employees who are members of the Employees' Retirement System as of January 1, 1971, the County shall contribute a sum equal to 6% of each employee's earnings computed for pension purposes into such account on behalf of each such employee. All such sums contributed in addition to the contributions previously made by the employee, shall be credited to the employee's individual account and be subject to the provisions of the pension system as it relates to the payment of such sums to such employees upon separation from service. The provisions of this paragraph shall not apply to employees in the bargaining unit in the following classes who were not members of the Employees' Retirement System on or before the 12th day of December, 1967, or whose date of hire is later than December 23, 1967:

- (a) Emergency appointment, full time
- (b) Emergency appointment, part time
- (c) Regular appointment, seasonal
- (d) Temporary appointment, seasonal
- (e) Emergency appointment, seasonal

(6) A member of the retirement system shall be eligible for an accidental disability pension pursuant to Milwaukee County Ordinances if their employment is terminated prior to their normal retirement age by reason of total and permanent incapacity for any duty as the natural and proximate result of an accident occurring at some definite time and place while in the actual performance of duty. The last payment shall be made,

1 if disability ceases prior to their normal retirement date, the first day of the  
2 month in which the disability ceases.

3  
4 Disability shall be considered total and permanent if the Medical Board,  
5 after a medical examination of such member, shall certify that such  
6 member is mentally or physically incapacitated to perform any job that  
7 they are reasonably suited for by means of education, training, or  
8 experience. Disability must be as a result of such service accident and  
9 such incapacity is likely to be permanent. A member shall not be entitled  
10 to both accidental disability pension and ordinary disability pension. A  
11 member who meets the requirements for an accidental disability pension  
12 shall receive an amount computed in the same manner as a normal pension  
13 considering their earnable compensation and service prior to retirement  
14 but no less than 60% of their final average salary.

15 (7) Employees retiring on and after December 17, 1993 shall be entitled to  
16 pension service credit for military service under Section 102.24 II(10) of  
17 the Employees' Retirement System as amended by the County Board of  
18 Supervisors through File 85-583(a), notwithstanding the effective date  
19 indicated in the amendment.

20 (8) The following shall apply only to members of the Employees' Retirement  
21 System prior to January 1, 1994 and does not apply to employees who  
22 become members of the Employees' Retirement System on and after  
23 January 1, 1994. Members who retire on and after January 1, 1994 shall be  
24 eligible for a normal pension when the age of the member when added to  
25 his/her years of service equals 75, but this provision shall not apply to any  
26 member eligible under 4.5 of Chapter 201, Employees Retirement System  
27 of the County of Milwaukee.

28 (9) Members' who hold positions for which membership in the Employees'  
29 retirement System is optional and opt for such membership, shall have  
30 pension service credit earned after January 1, 2001 credited at 2%.

1 However, such service credit shall not result in a multiplier increase for  
2 service credit earned prior to January 1, 2001 nor shall such service credit  
3 qualify the member for a retention incentive bonus.

4 (10) SICK ALLOWANCE ON RETIREMENT

5 (a) Employees who became members of the Employees Retirement  
6 System prior to January 1, 1994 shall receive full payment for all  
7 accrued sick allowance hours earned before November 4, 2005 at  
8 the time the employee retires. Twenty five percent (25.0%) of any  
9 remaining accrued sick allowance hours earned on and after  
10 November 4, 2005 shall be paid out at the employee's final hourly  
11 rate of pay. For calculation purposes, sick leave earned before  
12 November 4, 2005 shall be used prior to sick leave earned on and  
13 after November 4, 2005 for all hours of sick leave used prior to  
14 retirement. Such payment shall be made in a lump sum, and shall  
15 not be included in the calculation of the employee's final average  
16 salary for pension calculation purposes. Nor shall pension service  
17 credit be granted in connection with the lump sum payment. The  
18 payment shall have no effect on the employee's retirement date. If  
19 permissible under IRS provisions, such payment shall be placed in  
20 a "back drop account" in the Employees Retirement System. The  
21 provisions of this section shall not apply to a member of the  
22 System who is eligible for a deferred retirement benefit under  
23 section 4.5 of 201.24 of the Employees' Retirement System.

24 (b) Employees who became members of the Employees Retirement  
25 System on or after January 1, 1994 shall have the full value of their  
26 accrued sick allowance at the time of retirement (total hours  
27 accrued multiplied by the hourly rate at the time of retirement)  
28 credited toward the cost of health insurance after retirement.  
29 When the amount credited is exhausted, the employee or eligible  
30 beneficiary may opt to continue their membership in the County

1 Group Health Benefit Program upon payment of the full monthly  
2 cost as noted in Section 2.06(15). The provisions of this section  
3 shall not apply to a member of the system who is eligible for a  
4 deferred retirement benefit under section 4.5 of 201.24 of the  
5 Employees' Retirement System.

6  
7 (11) BACK DROP PENSION BENEFIT

8 The provisions of this section shall apply to any employee whose  
9 application to retire is filed and effective after January 1, 2001 and whose  
10 last period of continuous membership in the Employees' Retirement  
11 System began before November 4, 2005; but shall not apply to any  
12 member of the Employee Retirement System who is eligible for a deferred  
13 pension benefit under 201.24(4.5). Nor shall this provision apply to any  
14 employee whose membership in the Employees' Retirement System began  
15 on or after November 4, 2005. Upon retirement, an eligible employee  
16 may opt for a "back drop" pension benefit as follows:

17 (a) An employee may request a monthly pension benefit based on  
18 accrued pension service credit and final average salary calculation  
19 as of a specific date in the past which shall be referred to as the  
20 "back drop date". The "back drop date" may not be prior to the  
21 earliest date that the employee was eligible to retire, and shall not  
22 be less than one year prior to the date the employee leaves active  
23 County employment. The monthly pension benefit the employee  
24 was eligible to receive as of the "back drop date" shall be referred  
25 to as the "monthly drop benefit".

26 (b) The total amount of the "monthly drop benefit" payments the  
27 employee would have received (plus the annual 2% pension  
28 increase) between the "back drop date" and the date the employee  
29 is removed from the County payroll due to actual retirement (after  
30 exhausting all allowable accrued time balances as documented by  
31 an ETCR form excluding sick allowance payments), plus interest

1 earnings compounded on a monthly basis equal to the pension fund  
2 rate of return used by the ERS actuary for computing the County's  
3 annual contribution to the system, shall be referred to as the "total  
4 drop benefit".

5 (c) If the employee opts for a "back drop" pension benefit:

6 1. The "total drop benefit" shall be paid to the employee with  
7 appropriate deductions for state and federal taxes; or if  
8 permitted by IRS regulations, the employee may "roll over"  
9 the "total drop benefit" to an IRA; and

10 2. The member shall begin to receive monthly payments of  
11 the "monthly drop benefit" (plus the 2% annual pension  
12 increase).

13 (d) The standard pension options shall be available to an employee  
14 who opts for a "back drop benefit", and the retention incentives  
15 incorporated into the pension benefit effective January 1, 2001  
16 shall be included when calculating the "monthly drop benefit".  
17

## 18 2.09 LIFE INSURANCE

19 (1) The County shall provide basic Group Life Insurance coverage in  
20 accordance with Chapter 62 of the County Ordinances.

21 (2) (a) The amount of basic insurance coverage for each eligible  
22 employee shall be set annually on the basis of the rate for the  
23 position and step in the pay range, paid as of the first payroll  
24 period of the year in which revised salaries become effective and  
25 rounded to the next highest thousand dollars, provided however,  
26 that when the employee attains age 65 the coverage shall be  
27 reduced pursuant to the formula contained in Chapter 62.

28 (b) In the case of an employee becoming eligible during a calendar  
29 year, the rate paid at the date of eligibility shall determine the  
30 amount of the insurance.

(c) For an employee with an assigned work week less than 40 hours, the amount of the insurance shall be prorated.

(3) The County shall pay the full premium:

(a) For the first \$25,000 of basic coverage for eligible employees.

(b) For basic coverage in full in case of a retirement for disability.

(c) After attainment of age 65 as provided in Chapter 62.

(d) While an employee is on an approved leave-of-absence for military service, but not to exceed a period of two years from date of entry into service.

(4) The premium shall be shared by the County and the employee for basic coverage above the first \$25,000 pursuant to the formula contained in Chapter 62.

(a) Through payroll deductions while the employee is employed by the County.

(b) In the event an employee who has exhausted accumulated sick leave is placed on a leave-of-absence-without-pay status on account of illness, the employee shall continue to pay the shared premium during such leave for a period not to exceed one year. The one year period of limitation shall begin to run on the first day of the month following that during which the leave-of-absence begins. An employee must return to work for a period of sixty (60) calendar days without absences for illness related to the original illness in order for a new 1-year limitation period to commence.

(5) The employee shall pay the full premium for the full amount of the basic coverage when the employee is placed on a leave-of-absence-without-pay status for any reason other than as noted in (4)(b) above.

(6) When there are not sufficient earnings to permit deducting any premiums required by the employee, the insurance coverage shall lapse unless the employee shall make a direct payment of such premium to the County in a manner prescribed by the Department of Human Resources.

1 (a) Within the limits prescribed above, a person on retirement is  
2 eligible for basic life insurance coverage if covered by insurance at  
3 the time of retirement.

4 (b) Employees selecting deferred retirement shall not be eligible to  
5 participate in the life insurance program.

6 (c) Eligible retirees shall be covered by the same premium payment  
7 provisions covering eligible employees as noted above except that  
8 eligible employees hired on and after January 1, 1994 may upon  
9 retirement opt to continue their basic life insurance coverage as  
10 noted in (a) and (b) upon payment of the full monthly premium.

11 (7) Employees will also be eligible to participate in the Optional Life  
12 Insurance Program provided in Section 62.08 of the General Ordinances  
13 of Milwaukee County. The entire cost of this additional insurance shall be  
14 borne by the employee. Premium payment shall be made by way of  
15 payroll deduction except for periods of unpaid leave. During such  
16 periods, in order to maintain coverage pending return to paid status, the  
17 employee shall make premium payments directly to the County in the  
18 manner prescribed by the Department of Human Resources.

19  
20 2.10 EMPLOYEE HEALTH AND DENTAL BENEFITS

21  
22 Section 2.10 is effective January 1, 2005 through December 31, 2005. Section 2.101 shall  
23 replace Section 2.10 in its entirety on January 1, 2006.

24  
25 (1) Health and Dental Benefits shall be provided for in accordance with the terms  
26 and conditions of the current Plan Document and the Group Administrative  
27 Agreement for the Milwaukee County Health Insurance Plan or under the  
28 terms and conditions of the insurance contracts of those Health Maintenance  
29 Organizations approved by Milwaukee County. The effective date of this  
30 section for premium payment shall be January 1, 2001. In the event that a  
31 labor agreement has not been consummated as of the effective date, all

1 monthly employee premiums shall be paid retroactively to include all coverage  
2 under this section.

3 (2) Eligible employees may choose health benefits for themselves and their  
4 dependents under a fee-for-service plan or Health Maintenance Organization  
5 approved by the County.

6 (3) Effective January 1, 2001 each eligible employee enrolled in the County health  
7 plan, shall pay monthly \$80 for single and \$100 for family coverage plans.  
8 This provision shall be retroactive to January 1, 2001.

9 (4) Effective January 1, 2001 each eligible employee enrolled in an HMO  
10 approved by the County, shall pay monthly \$80 for single and \$100 for family  
11 coverage plans. This provision shall be retroactive to January 1, 2001.

12 (5) The appropriate payment shall be made through payroll deductions. When  
13 there are not enough net earnings to cover such a required contribution, and the  
14 employee remains eligible to participate in a health care plan, the employee  
15 must make the payment due within ten working days of the pay date such a  
16 contribution would have been deducted. Failure to make such a payment will  
17 cause the insurance coverage to be canceled effective the first of the month for  
18 which the premium has not been paid.

19 (6) In the event an employee who has exhausted accumulated sick leave is placed  
20 on leave of absence without pay status on account of illness, the County shall  
21 continue to pay the monthly cost or premium for the Health Plan chosen by the  
22 employee and in force at the time leave of absence without pay status is  
23 requested, if any, less the employee contribution during such leave for a period  
24 not to exceed 1 year. The 1-year period of limitation shall begin to run on the  
25 first day of the month following that during which the leave of absence begins.  
26 An employee must return to work for a period of sixty (60) calendar days with  
27 no absences for illness related to the original illness in order for a new 1-year  
28 limitation period to commence.

29 (7) Where both husband and wife are employed by Milwaukee County, either the  
30 husband or the wife shall be entitled to one family plan. Further, if the



1 husband elects to be the named insured, the wife shall be a dependent under the  
2 husband's plan, or if the wife elects to be the named insured, the husband shall  
3 be a dependent under the wife's plan. Should neither party make an election  
4 the County reserves the right to enroll the less senior employee in the plan of  
5 the more senior employee.

6 (8) Coverage of enrolled employees shall be in accordance with the monthly  
7 enrollment cycle administered by the County.

8 (9) Upon the death of any retiree, only those survivors eligible for health insurance  
9 benefits prior to such retiree's death shall retain continued eligibility for the  
10 Employee Health Insurance Program.

11 (10) Employees hired on and after January 1, 1994 may upon retirement opt to  
12 continue their membership in the County Group Health Benefit Program upon  
13 payment of the full monthly cost.

14 (11) Each eligible employee will be limited to pay an annual out of pocket  
15 expense for their costs payable under Major Medical provisions, including  
16 any applicable deductible and percent co-payment, to a maximum of  
17 \$1,500.00 under a single plan and \$2,500.00 under a family plan. Major  
18 medical benefits will be paid by the County at 100% after the annual out  
19 of pocket maximum has been satisfied. The major medical co-payment  
20 shall be 20%, after application of the deductible up to the applicable  
21 maximum.

22 (12) Eligible employees may continue to apply to change their health plan to  
23 one of the options available to employees on an annual basis. This open  
24 enrollment shall be held at a date to be determined by the County and  
25 announced at least 45 days in advance.

26 (13) The County shall have the right to require employees to sign an  
27 authorization enabling non-County employees to audit medical and dental  
28 records. Information obtained as a result of such audits shall not be  
29 released to the County with employee names unless necessary for billing,  
30 collection, or payment of claims.

- 1           (14) The County reserves the right to terminate its contracts with its health  
2 plans and enter into a contract with any other administrator. The County  
3 may terminate its contract with its current health plan administrator and  
4 enter into a replacement contract with any other qualified administrator or  
5 establish a self-administered plan provided:
- 6           (a) That the cost of any replacement program shall be no greater to  
7 individual group members than provided in par. (3) above  
8 immediately prior to making any change.
- 9           (b) That the coverages and benefits of such replacement program shall  
10 remain the same as the written Plan Document currently in effect  
11 for employees and retirees.
- 12           (c) Prior to a substitution of a Third Party Administrator (TPA) or  
13 implementing a self-administered plan, the County agrees to  
14 provide the Union with a full 60 days to review any new plan  
15 and/or TPA.
- 16       (15) (a) The deductible under hospital/surgical provisions of the  
17 Milwaukee County Health Plan is \$100.00 per confinement for  
18 eligible employees and/or their dependents.
- 19           (b) All non-emergency admissions as a hospital in-patient must be pre-  
20 certified by an agency selected by the County. The employee or  
21 other family member must telephone the pre-certifying agency  
22 forty-eight (48) hours prior to date of admission and provide the  
23 agency with the name, address and telephone number of the  
24 admitting physician, the date of the admission, the name of the  
25 hospital of admission, and the name of the patient.
- 26           (c) For employee(s) who comply with this obligation, the deductible  
27 under hospital/surgical benefit provisions will be reduced to  
28 \$50.00 per confinement for eligible employees and/or their  
29 dependents.

1 (d) For emergency admissions, the employee or other family member  
2 must telephone the pre-certifying agency within twenty-four (24)  
3 hours after admission with the name, address, and telephone  
4 number of admitting physician, the date of the admission, the name  
5 of the hospital of admission and the name of the patient. For  
6 employee(s) who comply with this obligation, the deductible under  
7 hospital/surgical benefit provisions will be reduced to \$50.00 per  
8 confinement for eligible employees and/or their dependents.

9 (e) Continued hospitalization will also be subject to concurrent review  
10 by the pre-certifying agency. The pre-certifying agency and the  
11 claim service provider shall be selected by the County.

12 (16) (a) The County reserves the right to establish a network of Preferred  
13 Providers under the County Health Plan. The network shall consist  
14 of hospitals, physicians, and other health care providers selected by  
15 the County. For employee(s) and/or their dependents who are  
16 authorized admission as an in-patient to one of the preferred  
17 hospitals, the hospital/surgical deductible applicable to the  
18 employee shall be reduced \$50.00 per confinement.

19 (b) For employees and/or their dependents, the physician co-payment  
20 provided as part of major medical coverage, when a preferred  
21 physician provider is used, shall be reduced to ten percent.

22 (c) The County reserves the right to add, modify or delete any and all  
23 providers under the Preferred Provider Network. If all Preferred  
24 Providers are eliminated, the County shall waive the \$50.00  
25 hospital/surgical deductible.

26 (17) ***(NOTE: See attached Schedule of Benefits for an outline of this***  
27 ***section.)***

28 Milwaukee County shall amend the Schedule of Benefits for the in-patient  
29 and out-patient treatment of Mental and Nervous Disorders, Alcohol and  
30 Other Drug Abuse (AODA), of the Plan Document for the Milwaukee

County Health Plan to channel employees and their dependents to the PPO providers selected by the County. The channeling shall consist of:

(a) If the employee and the dependent use an in-patient PPO facility, benefits are payable at 80% of the contracted rate for 30 days as long as the PPO approves both the medical necessity and appropriateness of such hospitalization.

(b) If the employee and the dependent use a non-PPO facility, benefits are payable at 50% of the contracted rate for a maximum of thirty (30) days. The hospitalization is still subject to utilization review for medical necessity and medical appropriateness.

(c) The first two visits of outpatient treatment by network providers will be reimbursed at 100% with no utilization review required. Up to 25 further visits for outpatient treatment when authorized by the PPO, will be reimbursed at 95% of the PPO contracted rate. In addition, when authorized by the PPO, up to 30 days per calendar year, per insured, of day treatment or partial hospitalization shall be paid at 95% of the contracted rate for all authorized stays at PPO facilities.

(d) The first 15 visits of out-patient treatment authorized by the PPO but not provided by a PPO provider shall be paid at 50% of the contracted rate for all medically necessary and appropriate treatment as determined by the PPO. When authorized by the PPO, up to 30 days per calendar year, per insured, of day treatment or partial hospitalization shall be paid at 50% of the contracted rate for all authorized stays at non-PPO facilities.

(18) The Schedule of Benefits of the Plan Document for the Milwaukee County Health Plan shall be amended to include the following provisions:

(a) The annual Major Medical deductible shall be \$400 per insured; the calendar year Major Medical deductible per family shall be \$1,200.

(b) If the insured uses a PPO physician, the Major Medical Annual deductible will be reduced to \$150 per insured; \$450 per family, per year.

(19) Each year, Milwaukee County shall pay a cash incentive of \$500 per contract (single or family plan) to each eligible employee who elects to dis-enroll or not to enroll in a Milwaukee County Health Plan. Any employee who is hired on and after January 1, and who would be eligible to enroll in health insurance under the present County guidelines who chooses not to enroll in a Milwaukee County health plan shall also receive \$500. Proof of coverage in a non-Milwaukee County group health insurance plan must be provided in order to qualify for the \$500 payment. Such proof shall consist of a current health enrollment card.

The \$500 shall be paid on an after tax basis. When administratively possible, the County may convert the \$500 payment to a pre-tax credit which the employee may use as a credit towards any employee benefit available within a flexible benefits plan.

The \$500 payment shall be paid on an annual basis by payroll check no later than April 1st of any given year to qualified employees on the County payroll as of January 1st. An employee who loses their non-Milwaukee County group health insurance coverage may elect to re-join the Milwaukee County Conventional Health Plan. The employee would not be able to re-join an HMO until the next open enrollment period. The \$500 award must be repaid in full to the County prior to coverage commencing. Should an employee re-join a health plan he/she would not be eligible to opt out of the plan in a subsequent calendar year.

(20) Milwaukee County shall deduct employees' contributions to health insurance on a pre-tax basis pursuant to a Section 125 Plan.

(a) Effective July 1, 2001, after the adoption of a Section 125 Plan

Document, Milwaukee County shall establish and administer Flexible Spending Accounts (FSA's) for those employees who desire to pre-fund their health insurance costs as governed by IRS regulations. The County retains the right to select a third party administrator.

(b) Other benefits may be included in the Section 125 Plan as mutually agreed upon by Milwaukee County and the Union. Such agreement would be by collateral agreement to this contract.

(21) Prescription drug coverage shall be carved out of the Milwaukee County Health Plan. Such coverage shall be provided through a pharmacy benefit management program (PBM) approved by the County. The employee shall pay 10% of the cost for a generic drug, or 20% of the cost for a brand name drug (\$3 minimum) at the point of purchase. The PBM will be responsible for establishing, updating, and administering the program. Standard precertification and protocols of the PBM will be used.

(22) The County shall implement a disease management program. Such program shall be designed to enhance the medical outcome of a chronic illness through education, treatment, and appropriate care. Participation in the program by the patient shall be strictly voluntary, and the patient can determine their individual level of involvement. Chronic illness shall be managed through a variety of interventions, including but not limited to contacts with patient and physician, health assessments, education materials, and referrals. The County shall determine all aspects of the disease management program.

(23) The County shall have the right to determine "medical providers of excellence." In order to qualify for such designation, such providers shall, in the estimation of the County, meet exemplary standards including but not limited to quality of care, patient safety, administrative efficiency, patient satisfaction, and/or value pricing for specific medical conditions.

1                   When the County preauthorizes medical treatment by such provider, the  
2                   County shall pay 100 percent of all charges except for prescription drugs.  
3       (24)       Milwaukee County will provide a Dental Insurance Plan equal to and no  
4                   less than is currently available to employees. Bargaining unit employees  
5                   hired on or after May 20, 1990 and each eligible employee enrolled in the  
6                   Milwaukee County Dental Benefit Plan shall pay \$2.00 per month toward  
7                   the cost of a single plan, or \$6.00 per month toward the cost of a family  
8                   plan. Employees may opt not to enroll in the Dental Plan.  
9

10    **2.101 EMPLOYEE HEALTH AND DENTAL BENEFITS**

11    Section 2.101 is effective January 1, 2006.

12  
13       (1)       Health and Dental Benefits shall be provided for in accordance with the  
14                   terms and conditions of the current Plan Document and the Group  
15                   Administrative Agreement for the Milwaukee County Health Insurance  
16                   Plan or under the terms and conditions of the insurance contracts of those  
17                   Managed Care Organizations (Health Maintenance Organizations or  
18                   HMO) approved by the County.

19       (2)       Eligible employees may choose health benefits for themselves and  
20                   their dependents under a Preferred Provider Organization (County  
21                   Health Plan or PPO) or HMO approved by the County.

22       (3)       All eligible employees enrolled in the PPO or HMO shall pay a  
23                   monthly amount toward the monthly cost of health insurance as  
24                   described below:

25           (a)     For the months of January through June of 2006 employees  
26                   enrolled in the PPO shall pay eighty dollars (\$80.00) per month  
27                   toward the monthly cost of a single plan and one hundred dollars  
28                   (\$100.00) per month toward the monthly cost of a family plan.

29           (b)     Effective July of 2006 employees enrolled in the PPO shall pay  
30                   seventy-five dollars (\$75.00) per month toward the monthly cost of

- 1 a single plan and one hundred fifty dollars (\$150.00) per month  
2 toward the monthly cost of a family plan.
- 3 (c) For the months of January through June of 2006 employees  
4 enrolled in the HMO shall pay eighty dollars (\$80.00) per month  
5 toward the monthly cost of a single plan and one hundred dollars  
6 (\$100.00) per month toward the monthly cost of a family plan.
- 7 (d) Effective July of 2006 employees enrolled in the HMO shall pay  
8 seventy five dollars (\$75.00) per month toward the monthly cost of  
9 a single plan and one hundred fifty dollars (\$150.00) per month  
10 toward the monthly cost of a family plan.
- 11 (e) The appropriate payment shall be made through payroll deductions.  
12 When there are not enough net earnings to cover such a required  
13 contribution, and the employee remains eligible to participate in a  
14 health care plan, the employee must make the payment due within  
15 ten working days of the pay date such a contribution would have  
16 been deducted. Failure to make such a payment will cause the  
17 insurance coverage to be canceled effective the first of the month  
18 for which the premium has not been paid.
- 19 (f) The County shall deduct employees' contributions to health  
20 insurance on a pre-tax basis pursuant to a Section 125 Plan. Other  
21 benefits may be included in the Section 125 Plan as mutually agreed  
22 upon by the County and the Union. Such agreement would be by  
23 collateral agreement to this contract.
- 24 (g) The County shall establish and administer Flexible Spending  
25 Accounts (FSA's) for those employees who desire to pre-fund their  
26 health insurance costs as governed by IRS regulations. The County  
27 retains the right to select a third party administrator.
- 28 (4) In the event an employee who has exhausted accumulated sick leave  
29 is placed on leave of absence without pay status on account of illness,  
30 the County shall continue to pay the monthly cost or premium for the



1 Health Plan chosen by the employee and in force at the time leave of  
2 absence without pay status is requested, if any, less the employee  
3 contribution during such leave for a period not to exceed one (1) year.  
4 The 1-year period of limitation shall begin to run on the first day of  
5 the month following that during which the leave of absence begins.  
6 An employee must return to work for a period of sixty (60) calendar  
7 days with no absences for illness related to the original illness in order  
8 for a new 1-year limitation period to commence.

9 (5) Where both husband and wife are employed by the County, either the  
10 husband or the wife shall be entitled to one family plan. Further, if the  
11 husband elects to be the named insured, the wife shall be a dependent  
12 under the husband's plan, or if the wife elects to be the named insured, the  
13 husband shall be a dependent under the wife's plan. Should neither party  
14 make an election the County reserves the right to enroll the less senior  
15 employee in the plan of the more senior employee.

16 (6) Coverage of enrolled employees shall be in accordance with the monthly  
17 enrollment cycle administered by the County.

18 (7) Eligible employees may continue to apply to change their health plan to  
19 one of the options available to employees on an annual basis. This open  
20 enrollment shall be held at a date to be determined by the County and  
21 announced at least forty five (45) days in advance.

22 (8) The County shall have the right to require employees to sign an  
23 authorization enabling non-County employees to audit medical and dental  
24 records. Information obtained as a result of such audits shall not be  
25 released to the County with employee names unless necessary for billing,  
26 collection, or payment of claims.

27 (9) The County reserves the right to terminate its contracts with its health  
28 plans and enter into a contract with any other administrator. The County  
29 may terminate its contract with its current health plan administrator and  
30 enter into a replacement contract with any other qualified administrator or

1 establish a self-administered plan provided:

2 (a) That the cost of any replacement program shall be no greater to  
3 individual group members than provided in par. (3) above  
4 immediately prior to making any change.

5 (b) That the coverages and benefits of such replacement program shall  
6 remain the same as the written Plan Document currently in effect  
7 for employees and retirees.

8 (c) Prior to a substitution of a Third Party Administrator (TPA)  
9 or implementing a self-administered plan, the County agrees to  
10 provide the Association with a full 60 days to review any new plan  
11 and/or TPA.

12 (10) The County reserves the right to establish a network of Preferred  
13 Providers. The network shall consist of hospitals, physicians, and other  
14 health care providers selected by the County. The County reserves the  
15 right to add, modify or delete any and all providers under the Preferred  
16 Provider Network.

17 (11) Upon the death of any retiree, only those survivors eligible for health  
18 insurance benefits prior to such retiree's death shall retain continued  
19 eligibility for the Employee Health Insurance Program.

20 (12) Employees hired on and after January 1, 1994 may upon retirement opt to  
21 continue their membership in the County Group Health Benefit Program  
22 upon payment of the full monthly cost.

23 (13) All eligible employees enrolled in the PPO shall have a deductible equal to  
24 the following:

25 (a) The in-network deductible shall be one hundred fifty dollars  
26 (\$150.00) per insured, per calendar year; four hundred fifty dollars  
27 (\$450.00) per family, per calendar year.

28 (b) The out-of-network deductible shall be four hundred dollars  
29 (\$400.00) per insured, per calendar year; one thousand two  
30 hundred dollars (\$1,200.00) per family, per calendar year.

- 1 (14) All eligible employees and/or their dependents enrolled in the PPO shall  
2 be subject to a twenty dollar (\$20.00) in-network office visit co-payment  
3 or forty dollar (\$40.00) out-of-network office visit co-payment for all  
4 illness or injury related office visits. The in-network office visit co-  
5 payment shall not apply to preventative care, which includes prenatal,  
6 baby-wellness, and physicals, as determined by the plan.
- 7 (15) All eligible employees and/or their dependents enrolled in the PPO shall  
8 be subject to a co-insurance co-payment after application of the deductible  
9 and/or office visit co-payment.
- 10 (a) The in-network co-insurance co-payment shall be equal to ten  
11 percent (10.00%) of all charges subject to the applicable out-of-  
12 pocket maximum,
- 13 (b) The out-of-network co-insurance co-payment shall be equal to  
14 twenty percent (20.00%) of all charges subject to the applicable  
15 out-of-pocket maximum,
- 16 (16) All eligible employees enrolled in the PPO shall be subject to the  
17 following out-of-pocket expenses including any applicable deductible and  
18 percent co-payments to a calendar year maximum of
- 19 (a) one thousand five hundred dollars (\$1,500.00) in-network under a  
20 single plan.
- 21 (b) two thousand five hundred dollars (\$2,500.00) in-network under a  
22 family plan.
- 23 (c) three thousand dollars (\$3,000.00) out-of-network under a single  
24 plan.
- 25 (d) five thousand dollars (\$5,000.00) out-of-network under a family  
26 plan.
- 27 (e) Office visit co-payments are not limited and do not count toward  
28 the calendar year out-of-pocket maximum(s).
- 29 (f) Charges that are over usual and customary do not count toward the  
30 calendar year out-of-pocket maximum(s).

- (g) Prescription drug co-payments do not count toward the calendar year out-of-pocket maximum(s).
- (h) Other medical benefits not described in 16 (e), (f), and (g) shall be paid by the County at 100% after the calendar year out-of-pocket maximum(s) has been satisfied.
- (17) All eligible employees and/or their dependents enrolled in the PPO shall pay a fifty dollar (\$50.00) emergency room co-payment in-network or out-of-network. The co-payment shall be waived if the employee and/or their dependents are admitted directly to the hospital from the emergency room. In-network and out-of-network deductibles and co-insurance percentages apply.
- (18) All eligible employees enrolled in the PPO or HMO shall pay the following for a thirty (30) day prescription drug supply at a participating pharmacy:
- (a) Five dollar (\$5.00) co-payment for all generic drugs.
- (19) All eligible employees and/or their dependents enrolled in the HMO shall be subject to a ten dollar (\$10.00) office visit co-payment for all illness or injury related office visits. The office visit co-payment shall not apply to preventative care. The County and/or the plan shall determine preventative care.
- (20) All eligible employees and/or their dependents enrolled in the HMO shall pay a one hundred dollar (\$100.00) co-payment for each in-patient hospitalization. There is a maximum of five (5) co-payments per person, per calendar year.
- (21) All eligible employees and/or their dependents enrolled in the HMO shall pay fifty percent (50.0%) co-insurance on all durable medical equipment to a maximum of fifty dollars (\$50.00) per appliance or piece of equipment.
- (22) All eligible employees and/or their dependents enrolled in the HMO shall pay a fifty dollar (\$50.00) emergency room co-payment (facility only).

1 The co-payment shall be waived if the employee and/or their dependents  
2 are admitted to the hospital directly from the emergency room.

3 (23) All eligible employees and/or their dependents Benefits for the in-patient  
4 and out-patient treatment of mental and nervous disorders, alcohol and  
5 other drug abuse (AODA) are as follows:

6 (a) If the employee and the dependent use an in-patient PPO facility,  
7 benefits are payable at eighty percent (80.0)% of the contracted  
8 rate for thirty (30) days as long as the PPO approves both the  
9 medical necessity and appropriateness of such hospitalization.

10 (b) If the employee and the dependent use a non-PPO facility, benefits  
11 are payable at fifty percent (50.0%) of the contracted rate for a  
12 maximum of thirty (30) days. The hospitalization is still subject to  
13 utilization review for medical necessity and medical  
14 appropriateness.

15 (c) The first two (2) visits of outpatient treatment by network  
16 providers will be reimbursed at one hundred percent (100.0)% with  
17 no utilization review required. Up to twenty five (25) further visits  
18 for outpatient treatment when authorized by the PPO, will be  
19 reimbursed at ninety five percent (95.0%) of the PPO contracted  
20 rate. In addition, when authorized by the PPO, up to thirty (30)  
21 days per calendar year, per insured, of day treatment or partial  
22 hospitalization shall be paid at ninety five percent (95.0)% of the  
23 contracted rate for all authorized stays at PPO facilities.

24 (d) The first fifteen (15) visits of out-patient treatment authorized by  
25 the PPO but not provided by a PPO provider shall be paid at fifty  
26 percent (50.0%) of the contracted rate for all medically necessary  
27 and appropriate treatment as determined by the PPO. When  
28 authorized by the PPO, up to thirty (30) days per calendar year, per  
29 insured, of day treatment or partial hospitalization shall be paid at

1                   fifty percent (50.0%) of the contracted rate for all authorized stays  
2                   at non-PPO facilities.

3           (24)   Each calendar year, the County shall pay a cash incentive of five hundred  
4           dollars (\$500.00) per contract (single or family plan) to each eligible  
5           employee who elects to dis-enroll or not to enroll in a Milwaukee County  
6           Health Plan. Any employee who is hired on and after January 1 and who  
7           would be eligible to enroll in health insurance under the present County  
8           guidelines who chooses not to enroll in a Milwaukee County health plan  
9           shall also receive five hundred dollars (\$500.00). Proof of coverage in a  
10          non-Milwaukee County group health insurance plan must be provided in  
11          order to qualify for the five hundred dollars (\$500.00) payment. Such  
12          proof shall consist of a current health enrollment card.

- 13           (a)    The five hundred dollars (\$500.00) shall be paid on an after tax  
14           basis. When administratively possible, the County may convert  
15           the five hundred dollars (\$500.00) payment to a pre-tax credit  
16           which the employee may use as a credit towards any employee  
17           benefit available within a flexible benefits plan.
- 18           (b)    The five hundred dollars (\$500.00) payment shall be paid on an  
19           annual basis by payroll check no later than April 1st of any given  
20           year to qualified employees on the County payroll as of January  
21           1st. An employee who loses his/her non-Milwaukee County group  
22           health insurance coverage may elect to re-join the Milwaukee  
23           County Conventional Health Plan. The employee would not be  
24           able to re-join an HMO until the next open enrollment period. The  
25           five hundred dollars (\$500.00) payment must be repaid in full to  
26           the County prior to coverage commencing. Should an employee  
27           re-join a health plan he/she would not be eligible to opt out of the  
28           plan in a subsequent calendar year.

29          (25)   The County shall implement a disease management program. Such  
30          program shall be designed to enhance the medical outcome of a chronic

1 illness through education, treatment, and appropriate care. Participation in  
2 the program by the patient shall be strictly voluntary, and the patient can  
3 determine their individual level of involvement. Chronic illness shall be  
4 managed through a variety of interventions, including but not limited to  
5 contacts with patient and physician, health assessments, education  
6 materials, and referrals. The County shall determine all aspects of the  
7 disease management program.

8 (26) The County shall provide a Dental Insurance Plan equal to and no less  
9 than is currently available to employees. Bargaining unit employees hired  
10 on or after May 20, 1990 and each eligible employee enrolled in the  
11 Milwaukee County Dental Benefit Plan shall pay two dollars (\$2.00) per  
12 month toward the cost of a single plan, or six dollars (\$6.00) per month  
13 toward the cost of a family plan. Employees may opt not to enroll in the  
14 Dental Plan.

15 (27) If the County voluntarily agrees to more favorable health insurance terms  
16 with any other Milwaukee County union, either the County shall pass the  
17 more favorable terms on to the Union, effective the same date as the other  
18 union(s); or the County and the Union shall reopen the agreement to  
19 negotiate changes to the health insurance benefits. The parties must  
20 mutually agree on which option to use.

21 (a) Under no circumstances shall the County be responsible for  
22 reimbursing any employee on a retroactive basis for any and all  
23 changes made to the health insurance benefits resulting from the  
24 implementation and utilization of Section 2.10 (50). All changes  
25 to the health insurance benefits resulting from the implementation  
26 and utilization of Section 2.10 (28) shall be implemented on a  
27 prospective basis.

28 (b) Section 2.10 (28) shall sunset on December 31, 2006.  
29  
30

1    2.12 VACATION

- 2           (1)    Effective January 1, 2002 employees shall receive annual leave with pay  
3                   to serve as vacation in accordance with the following schedule, based  
4                   upon years of continuous service.

5                           After 1 year   -   80 hours

6                           After 5 years - 120 hours

7                           After 10 years - 160 hours

8                           After 15 years - 200 hours

9                           After 20 years - 240 hours

- 10          (2)    Whenever possible, vacations shall be granted at the time requested by the  
11                   employee. Approval of vacation requests shall be based on countywide  
12                   seniority subject to existing practices.

13  
14    2.13 HOLIDAYS-PERSONAL DAYS

- 15          (1)    All regular full time employees shall receive 24 hours leave per year  
16                   known as "personal hours" in addition to earned leave by reason of  
17                   vacation, accrued holidays and compensatory time.

- 18          (2)    Regular full time employees shall accrue personal hours during their first  
19                   fractional calendar year of employment as follows:

20   Hours Accrued in Initial

21                   Date of Hire                   Fractional Calendar Year

22                   On or before April 30           24 hours

23                   May 1 to August 31           16 hours

24                   September 1 and thereafter   8 hours

- 25          (3)    Personal hours may be taken at any time during the calendar year in which  
26                   they are accrued, subject to the approval of the department head.  
27                   Supervisory personnel shall make every reasonable effort to allow  
28                   employees to make use of personal hours as the employee sees fit, it being  
29                   understood that the purpose of such leave is to permit the employee to be



absent from duty for reasons which are not justification for absence under other existing rules relating to leave with pay.

(4) Whenever possible, requests to liquidate personal hours, holidays or compensatory time shall be granted subject to existing practices. In case of conflict, the employee with the greater countywide seniority shall be granted the day off.

(5) The following days of each year are holidays:  
January 1; the third Monday in February; the last Monday in May; July 4; November 11; the 4th Thursday in November; December 25; the day appointed by the Governor as Labor Day; and the day of holding the general election in November in even numbered years, and the third Monday in January.

(6) Employees who are required to work on a holiday or whose off day falls on a holiday, shall accrue an equivalent amount of compensatory time for liquidation during the following 13 pay periods.

(7) A holiday falling on a Saturday shall be observed on the preceding scheduled workday and a holiday falling on a Sunday shall be observed on the following scheduled workday.

(8) Effective January 1, 2002, the fourth Friday in November shall be considered a minor holiday.

#### 2.14 SICK LEAVE

(1) All officers and employees who are compensated on a biweekly or annual basis and are required to work half time or more, and all hourly employees who are customarily employed 40 hours in each calendar week, may be given leave of absence with pay for illness of 3.7 hours for each pay period, or a proportionate credit for employees who regularly work less than 40 hours per week; provided, however, that such credit shall be canceled for each pay period in which the employee is absent without pay for more than 3/8 of the required hours except absences due to disability in

1 line of duty or leave for military service; and further provided that:

2 (a) Reasons for the absence and the good faith of the employee in  
3 taking such leave shall be supported by such reasonable evidence  
4 as may be required by the appointing authority including a  
5 physician's certificate, personal affidavit, or by other means; and

6 (b) That when the illness of an employee is such as may make it  
7 necessary to take leave of absence of more than 3 days, a statement  
8 shall be made to the appointing authority in writing from a licensed  
9 physician or from an authorized Christian Science practitioner,  
10 stating the period of time the employee was unable to work  
11 because of illness.

12 (2) In addition to other causes set forth in s. 17.18(4), C.G.O., sick leave may  
13 be taken for the purpose of enabling employees to receive non-emergency  
14 medical attention during duty hours after a good faith effort has been made  
15 to schedule such appointment during off duty time. Such leave may be  
16 allowed for scheduled appointments for any type of medical or dental care.

17  
18 This modification in the use of sick leave recognizes the current difficulty  
19 encountered in attempting to schedule non-emergency medical treatment  
20 during an employee's off duty hours. Because of the nature of the  
21 treatment or examination for which sick leave is allowed for these  
22 purposes, such absences are predictable. In order to be excused from duty  
23 for the type of medical treatment or examination contemplated herein, the  
24 practitioner treating the employee shall provide the employee with written  
25 notice setting forth the date and time of the employee's appointment,  
26 which notice shall be filed with the employee's supervisor.

27  
28 Excused time charged against sick leave for these purposes shall be  
29 limited to a maximum of 3 hours per incident including travel between the  
30 employee's work site and the place of his appointment.

1  
2 2.15 BEREAVEMENT LEAVE

- 3 (1) Paid leave in accordance with the following formula shall be granted to  
4 employees with more than six months of service having sufficient accrued  
5 sick leave from which such leave shall be deducted.

6 Immediate Family of Employee: Husband, wife, child, brother, sister,  
7 parents or foster parents, brother-in-law and sister-in-law, mother-in-law,  
8 father-in-law.

9

Critical Illness	3 days
Death	3 days plus travel time
Wedding	1 day

10  
11

12 Immediate Family of Spouse: Brother, sister, parents or child of  
13 employee's spouse, sister-in-law or brother-in-law of spouse.

14

Critical Illness	1 day
Death	1 day plus travel
Wedding	No provision

15  
16

17 Other Close Relatives: Aunt, uncle, first cousin, niece, nephew or  
18 grandparents of employee or spouse, grandchildren.

19

Critical Illness	1 day
Death	1 day plus travel
Wedding	No provision

20  
21

22 Other Causes for Excused Time:

23 Funeral of fellow worker 1/2 day if approved by Department Head

- 24 (2) Whenever the funeral occurs outside Milwaukee or its vicinity, travel time  
25 may be allowed as follows:

26

Up to 75 miles	None
Between 75 - 150 miles	1 day
Over 150 miles	2 days

27  
28

- 1           (3)    The following policies will be formalized:
- 2                   (a)    Where one day is authorized, it must be taken on the day of
- 3                           the funeral.
- 4                   (b)    Where more than one excused day is allowed, such days must be
- 5                           consecutive calendar days, one of which is the date of the funeral.
- 6                   (c)    Where travel time is allowed, one travel day must precede the
- 7                           funeral and one travel day must follow the funeral day.
- 8                   (d)    Scheduled off-days shall be considered as part of the total funeral
- 9                           leave allowed when such off-days fall within permissible
- 10                          bereavement leave days when such days are considered
- 11                          consecutively. Scheduled vacation days falling within the
- 12                          bereavement period may be rescheduled for liquidation during the
- 13                          remainder of the year.
- 14

15   2.16 LEAVES OF ABSENCE WITHOUT PAY

- 16           (1)    Leaves of absence without pay not exceeding 30 calendar days shall be granted
- 17                   for good reason to any employee with the approval of his department head.
- 18                   Such approval shall not be unreasonably withheld. Requests for such leaves
- 19                   shall be made by the employee as far as possible in advance of the date on which
- 20                   such leave is to begin. Employees shall be reinstated to their former positions
- 21                   upon return from leave.
- 22           (2)    Prior to the commencement of the leave of absence, the employee shall sign the
- 23                   leave of absence form and be furnished with a signed approved copy thereof
- 24                   indicating the dates on which such leave begins and ends. In those cases where
- 25                   the employee is not on duty prior to the commencement of the leave, the leave
- 26                   of absence form shall be forwarded to him by certified mail for signature. The
- 27                   employee shall sign such form and return it to the department head for his
- 28                   approval, a signed approved copy of which shall be returned to the employee by
- 29                   certified mail.

1           (3)    In the event the employee is unable to return from such leave as  
2                    scheduled, he shall notify his department head to that effect as soon as  
3                    circumstances come to his attention. The employee shall advise the  
4                    department of the date on which he is expected to be able to return to  
5                    work. The period of time between the expiration of the first 30 days of  
6                    leave of absence without pay and the employee's return to duty shall not  
7                    be considered additional leave without pay unless prior approval of the  
8                    Civil Service Commission is obtained.

9           (4)    Upon return, the employee shall provide evidence acceptable to his  
10                   department head verifying the cause of his failure to return as scheduled.  
11                   The acceptability of the employee's excuse shall be subject to the  
12                   reasonable evaluation of the department head.

13          (5)    Failure to return from a leave of absence upon the expiration of such leave  
14                   shall be grounds for discharge.

15          (6)    Leaves of absence without pay in excess of 30 days require the prior  
16                   approval of the Civil Service Commission.

#### 17 18   2.17 UNIFORM ALLOWANCE

19   Effective January 1, 1998, full time employees having completed one year of service who  
20   are required to wear a uniform, shall be paid a uniform allowance of \$185.00 on a one-  
21   twelfth (1/12) pro-rata basis and effective January 1, 1999, a uniform allowance of  
22   \$200.00 on a one-twelfth (1/12) pro-rata basis.

#### 23 24   2.18 TOOL ALLOWANCE

25   Effective January 1, 1998, full time employees having completed one year of service  
26   shall be paid an annual tool allowance of \$175.00 on a one-twelfth (1/12) pro-rata basis  
27   and effective January 1, 1999 annual tool allowance of \$200 on a one-twelfth (1/12) pro-  
28   rata basis.

1     2.19 SENIORITY DEFINED

2             (1)     For all purposes where it applies, seniority shall be measured by the length  
3                     of an employee's continuous full time service with Milwaukee County  
4                     including temporary employment. Seniority for employees with  
5                     continuous but less than full time service shall be measured by the total  
6                     straight time hours paid. Employees with the same hiring date shall be  
7                     placed on the seniority list in numerical order based on the last 4 digits of  
8                     the social security number, with the highest number being the most senior.

9             (2)     Continuous employment shall be interrupted and seniority shall be  
10                    measured from the most recent date of hire under the following  
11                    circumstances:

12               (a)     An employee who resigns employment with the County and is not  
13                        reinstated to County employment within 30 days of the effective  
14                        date of such resignation.

15               (b)     An employee is discharged and is not reinstated to County  
16                        employment pursuant to an appeal of such discharge.

17  
18     2.20 FIRST AID

19     The County recognizes its responsibility to provide adequate first aid as expeditiously as  
20     possible to employees who are injured on County premises and are in need of medical  
21     attention.

22  
23     2.22 INJURY OR ILLNESS IN LINE OF DUTY

24     Milwaukee County shall comply with the provisions of all pertinent Workers  
25     Compensation Laws and the Americans with Disabilities Act. The County shall  
26     promulgate and distribute procedures to be followed when an employee is injured or  
27     becomes ill in the line of duty. Such procedures shall be provided to the union and  
28     included in the County administrative manual.

1     2.24 TRANSFER POLICY

2             (1)     Transfer Priorities - When a job vacancy occurs, employees holding the  
3                     same classification requesting a transfer shall be given consideration in  
4                     filling an opening prior to the job being filled in any other manner.

5             (2)     Interdepartmental Transfers –

6                     (a)     Employees desiring a transfer to a position in the same  
7                             classification but in a different department shall submit a request in  
8                             writing to the Department of Human Resources which shall  
9                             maintain a master file by classification of all interdepartmental  
10                            transfer requests. When a vacancy occurs in a department, the  
11                            Director of Human Resources shall certify 10 names from the  
12                            eligible list for that classification to the department head in  
13                            accordance with s.63.05 of the Wisconsin Statutes, together with  
14                            those on the transfer list in that classification.

15                    (b)     Fitness being substantially equal, the most senior employee  
16                             having a request on file shall be appointed to fill the vacancy.  
17                             An employee seeking a transfer shall not be denied a transfer  
18                             by the appointing authority in the department from which the  
19                             employee is seeking a transfer.

20                    (c)     An employee transferring within classification to another  
21                             department shall have a 30-day trial period to determine  
22                             ability to perform the job and desirability to remain on the job.  
23                             If within 30 days an employee does not successfully complete  
24                             the trial period or desires to return to his former position, he  
25                             shall be permitted to return to the former position from which  
26                             he was transferred in the event such position remains vacant.  
27                             If such position has been filled, he shall return to any vacant  
28                             position in his classification in the department from which he  
29                             transferred. If no such vacancy exists, the employee may  
30                             remain where he is and may request a transfer to any other

1 department in the County service or will be transferred back to  
2 the first vacancy in his classification in the department from  
3 which he transferred.

4 (d) When an employee does not successfully complete his trial  
5 period and is returned to his former position or to another  
6 position in his classification, he shall do so with full seniority  
7 and whenever practicable shall be returned to the same shift.

8 (e) Whenever the most senior employee is denied a transfer or the  
9 transferred employee does not successfully complete the trial  
10 period, the reason for denial or non-completion shall be made  
11 known to him in writing by the appointing authority.

12 (3) Involuntary Transfer - When it becomes necessary that an employee be  
13 transferred from an area, section, or department, the least senior employee  
14 in the affected classification shall be transferred first. An employee  
15 transferred by the County from an area, section, or department shall return  
16 to a position in the same classification in his original department when a  
17 vacancy occurs if he so requests. When two or more employees are  
18 transferred, the most senior employee shall return to his department and  
19 classification first, if he so requests. The County may transfer employees  
20 temporarily by seniority within classification from one department, which  
21 is overstaffed, to another department which is experiencing excessive  
22 workloads which it cannot meet with its existing staffing.

## 23 24 2.25 CERTIFICATION

25 Employees certified for regular appointments to positions from established eligible lists shall  
26 either accept or decline the appointment. Any employee who rejects an appointment shall be  
27 removed from such list of eligibles.



1     2.26 PROMOTION

- 2           (1)     Merit and fitness affecting the ability of an employee to perform the duties of  
3                   the office or position being equal, the most senior employee shall be appointed.  
4                   Whenever the most senior employee certified from the promotional eligible  
5                   register is denied the appointment, the reason for denial shall be made known  
6                   to him in writing by the appointing authority.
- 7           (2)     Employees who do not successfully complete their probationary period in the  
8                   promotional position or who desire to return to their former classifications  
9                   shall be permitted to return to the position from which they were promoted in  
10                  the event such position remains vacant; and if such position has been filled, the  
11                  County will make every reasonable effort to place such employee in another  
12                  position within the classification from which he was promoted, or if no such  
13                  vacancy exists, to a position in a title and pay range lower than that from which  
14                  he was promoted. Employees not returned to their former classification  
15                  because no vacancy exists shall be placed on the appropriate reinstatement list.
- 16          (3)     When an employee does not successfully complete his promotional probation  
17                   and is returned to his former classification, he shall do so with full seniority  
18                   and, whenever practicable, shall be returned to the same shift.

19  
20     2.28 EMPLOYEE PARKING

- 21          (1)     The County will eliminate any charge for parking to employees using  
22                   County-owned or controlled parking lots, except the Courthouse Annex.  
23                   The County shall make every reasonable effort to secure such lots against  
24                   theft and vandalism in a manner consistent with location and type of  
25                   facility.
- 26          (2)     The foregoing paragraph shall not apply to any County-owned or  
27                   controlled lot available for use to the general public for which parking fees  
28                   have been established.

- 1           (3)     Unit employees shall abide by metered or posted parking restrictions.

2  
3     2.29 LAYOFF AND RECALL

- 4           (1)     The Department of Human Resources will make every reasonable effort to  
5                   place employees who would be affected by a layoff in order of their  
6                   seniority into comparable positions where vacancies exist. Where such  
7                   vacancies exist, employees will be required to accept such placement.
- 8           (2)     The classifications of Machinist and Machinist Lead shall be considered a  
9                   single classification for purposes of layoff. Layoffs shall be made on a  
10                  county-wide basis in the inverse order of total county-wide seniority.
- 11          (3)     Employees on emergency or temporary appointment in the affected  
12                   classifications shall be terminated prior to the layoff of employees on  
13                   regular appointment.
- 14          (4)     Employees on layoff shall be recalled to vacancies in the classification  
15                   previously held in the inverse order of layoff.

16  
17     2.30 MILITARY LEAVE

- 18          (1)     Employees holding regular civil service status who are required to take  
19                   periods of training for the purpose of retaining status as members in  
20                   organized units of the Reserve Corps of the Army, Navy, Air Force,  
21                   Marine Corps, Coast Guard, and the National Guard, and who are ordered  
22                   to active duty, may be granted leave of absence upon submission of  
23                   evidence of receipt of competent orders.
- 24          (2)     Employees shall have the option to receive full County pay during such  
25                   leave or to retain military pay. Employees choosing to be compensated by  
26                   the County shall submit their military base pay to the County.
- 27          (3)     Paid leave of absence for this purpose shall not exceed 15 days per year.
- 28          (4)     Rule VIII Section 2(d) of the Rules of the Civil Service Commission shall  
29                   apply to employees returning from military leave.

1 2.31 DEFERRED COMPENSATION

2 Bargaining unit employees shall be permitted to participate in Milwaukee County's  
3 Deferred Compensation Program. Milwaukee County reserves the unilateral right to  
4 select the Plan Administrator and/or change the Plan Administration.  
5

6 2.32 WEEKEND DIFFERENTIAL

7 Employees shall be paid a weekend differential of 25 cents per hour for all hours worked  
8 between 6:30 A.M. Saturday and 7:15 A.M. Monday effective on and after the  
9 ratification of this agreement.  
10

11 2.33 CORPORATE TRANSIT PASS PROGRAM

12 Upon implementation of the Corporate Transit Pass Program by Milwaukee County,  
13 Milwaukee County agrees to offer the program to the members of the Union. The  
14 program would be identical to the Milwaukee County Transit System Corporate Pass  
15 Program in which the cost of a weekly pass, \$10.50 per week, is discounted 20% from an  
16 annual fee of \$525 (for 50 weeks) to \$420. The County, as the employer would pay  
17 \$240, or \$20 per month, per employee toward the cost of the pass, while the employee  
18 would be charged \$180, or \$15 per month.  
19

20 PART 3  
21

22 3.01 LEAVES OF ABSENCE FOR UNION BUSINESS

23 (1) Employees may be granted leaves of absence without pay at the request of  
24 the Union and endorsed by the employee on the following terms and  
25 conditions:

26 (a) Request for such leave shall be in writing and shall be  
27 submitted to the appropriate appointing authority. No such  
28 leave shall be taken without the consent of the appointing  
29 authority which consent shall not be unreasonably withheld.

- 1 (b) Except for leaves of absence for periods of 10 days or less, not  
2 more than three employees shall be on such leave at any one  
3 time, nor shall more than one employee from any single  
4 department be permitted to take such leave for more than 10  
5 days.
- 6 (c) Employees on such leave shall be treated for payroll purposes  
7 as employees on leave without pay for any other reason,  
8 except when such leave is for 10 days or less the employee  
9 shall forfeit pay only equivalent to actual time lost and shall  
10 return to work as though his service had not been interrupted.
- 11 (d) Employees on such leave for periods in excess of 60 days shall  
12 give 15 days' written notice of their intention to return to  
13 work.  
14

### 15 3.02 BARGAINING TIME

16 Employees serving as members of the Union bargaining committee shall be paid their  
17 normal base rate for all hours spent in contract negotiations carried on during their  
18 regular workday. Effort shall be made to conduct negotiations during non-working hours  
19 to the extent possible, and in no case shall such meetings be unnecessarily protracted.  
20 Employees released from duty for negotiations shall be allowed reasonable travel time  
21 between their work site and meeting locations.  
22

### 23 3.03 UNION VOTES

24 Employees shall not leave their work stations to participate in Union referenda, such as  
25 contract ratification votes, unit determination votes, strike votes and the like, without the  
26 consent of management, which consent shall not be unreasonably withheld.  
27  
28  
29  
30

1    3.04 SAFETY PROGRAM

2    The Union and the County mutually agree that employees' safety is of primary concern  
3    and that every effort shall be made to promote safe equipment, safe work habits and safe  
4    working conditions.  
5

6    3.06 FAIR SHARE AGREEMENT

7           (1)    Effective in accordance with the provisions of par. (4) of this section, and  
8                   each pay period thereafter during the term of the current collective  
9                   bargaining Agreement between the parties, and unless otherwise  
10                  terminated as hereinafter provided, the employer shall deduct from the  
11                  biweekly earnings of the employees specified herein an amount equal to  
12                  such employee's proportionate share of the cost of the collective  
13                  bargaining process and contract administration as measured by the amount  
14                  of dues uniformly required of all members, and pay such amount to the  
15                  treasurer of the certified bargaining representative of such employee  
16                  within 10 days after such deduction is made, provided:

17               (a)    That as to persons in the employ of the employer as of the  
18                       effective date of this agreement, such deduction shall be made  
19                       and forwarded to the treasurer of the certified bargaining  
20                       representative from the biweekly earnings of all bargaining  
21                       unit employees.

22               (b)    That such deduction shall be made and forwarded to the  
23                       treasurer of the certified bargaining representative from the  
24                       biweekly earnings of new bargaining unit employees from  
25                       first pay period earnings.

26               (c)    In order to insure that any such deduction represents the  
27                       proportionate share of each employee in the bargaining unit of  
28                       the cost of collective bargaining and contract administration, it  
29                       is agreed as follows:  
30

1. That prior to the implementation of the Agreement, District No. 10, International Association of Machinists and Aerospace Workers, shall submit to the County a schedule of monthly dues uniformly levied.
2. Any increase in dues or fair share amounts to be deducted shall be certified by the Union at least 15 days before the start of the pay period the increased deduction is to be effected. The Union shall not request more than two changes in the dues or fair share structure in any calendar year. Prior to implementation, the Union shall consult with the Payroll Department Supervisor to insure that the proposed modifications are compatible with current computer capacity and programming. The County shall not be required to implement any change in the dues structure which does not meet these criteria.
3. The Union agrees that no funds collected from non-members under this fair share agreement will be allocated for, or devoted directly or indirectly to, the advancement of the candidacy of any person for any political office.

- (2) There shall be no lockout of County employees. In the event that during the continuance of its recognition, District No. 10, International Association of Machinists and Aerospace Workers, its officers, agents or employees, or any of its members acting individually or in concert with one another, engage in or encourage any Union-authorized strike or work stoppage against the County, including any of its departments and/or agencies, the deductions and payments of fair share contributions made in accordance with this agreement shall be terminated forthwith by the County. Thereafter, for a period of one year, measured from the date of the onset of such strike or work stoppage, no deductions whatever shall be made from the earnings of any employee who has not filed a voluntary

1 dues checkoff card, nor shall any payment whatever be made to the  
2 Treasurer of District No. 10, International Association of Machinists and  
3 Aerospace Workers, on account of such fair share agreement  
4 contributions.

5 (3) In the case of an unauthorized strike, work stoppage, slowdown, or other  
6 interference with any phase of the County's operation by Union members,  
7 the County will notify the Union officials in writing of such occurrence.  
8 The Union shall, as promptly as possible, denounce the strike, work  
9 stoppage, slowdown or other interference with any phase of the County's  
10 operation and order its members to return to work. Good faith compliance  
11 with these requirements will stay the effect of par. (2). Failure on the part  
12 of the Union to immediately denounce the strike, work stoppage,  
13 slowdown or other interference with County operations, and/or to order its  
14 members back to work, shall constitute an admission on the Union's part  
15 that such strike, work stoppage, slowdown or other interference with  
16 County operations is authorized.

17 (4) In the event the provisions of this fair share agreement are successfully  
18 challenged by any person affected thereby, and it is determined by an  
19 administrative body or a court of competent jurisdiction that the  
20 deductions made pursuant to the provisions hereof are in any manner in  
21 conflict with the rights of the challenging party as those rights are affected  
22 by Ch. 63, Stats., or other provisions of law applicable to public  
23 employment, which determination results in an order or judgment against  
24 Milwaukee County requiring that it repay to the challenging party and/or  
25 to any or all members of the class represented by such challenging party  
26 such sums as have been deducted from their earnings in accordance with  
27 the provisions hereof, the Union agrees to indemnify the County in full,  
28 including any and all costs or interest which may be a part of such order or  
29 judgment, for all sums for which the County has been determined to be  
30 liable.

1  
2 In the event of any action brought challenging the provisions of this fair  
3 share agreement, or the right of the Union and the County to enter into  
4 such an agreement, after it is determined by an administrative body or a  
5 court of competent jurisdiction that deductions made pursuant to the  
6 provisions hereof are in any manner in conflict with the rights of the  
7 challenging party, all sums which the County has agreed to deduct from  
8 the earnings of the employees covered by the agreement and transmit to  
9 the Treasurer of District No. 10, International Association of Machinists  
10 and Aerospace Workers, except sums deducted pursuant to voluntary  
11 checkoff cards on file with the employer, shall be placed in trust with First  
12 Bank-Midland, pending the ultimate disposition of such action. In the  
13 event the outcome of such action favors the continuance of the fair share  
14 agreement, the monies held in trust, together with the interest earned  
15 thereon, shall be paid to the Union upon entry of judgment in such action.  
16

#### 17 PART 4 18

##### 19 4.01 RESOLUTION OF DISPUTES

20 The disputes between the parties arising out of the interpretation, application or  
21 enforcement of this Agreement, including employee grievances, shall be resolved in the  
22 manner set forth in the ensuing sections.  
23

##### 24 4.02 GRIEVANCE PROCEDURE

- 25 (1) APPLICATION: EXCEPTIONS. The grievance procedure shall not be  
26 used to change existing wage schedules, hours of work, fringe benefits and  
27 positions classifications established by ordinances and rules which are  
28 matters processed under other existing procedures. Only matters  
29 involving the interpretation, application or enforcement of the terms of  
30 this Agreement shall constitute a grievance.



1 (2) REPRESENTATIVES. An employee may choose to be represented at  
2 any step in the procedure by an Association representative of his/her  
3 choice. However, representation shall be limited at all steps of the  
4 procedure to those persons officially identified as a representative of the  
5 Union. The Union shall maintain on file with the Department of Labor  
6 Relations a current listing of officers and stewards.

7 (3) TIME OF HANDLING. Whenever practical, grievances will be handled  
8 during the regularly scheduled working hours of the parties involved.

9 (4) TIME LIMITATIONS. If it is impossible to comply with the time limits  
10 specified in the procedure because of work schedules, illness, vacations,  
11 etc., these limits may be extended by mutual consent in writing. If any  
12 extension is not agreed upon by the parties within the time limits herein  
13 provided or a reply to the grievance is not received within time limits  
14 provided herein, the grievance shall be appealed directly to the next step  
15 of the procedure. Failure on the part of the Union to appeal a grievance to  
16 the next step of the procedure pursuant to the time limits outlined in the  
17 procedure shall cause the grievance to be settled.

18 (5) SETTLEMENT OF GRIEVANCES. Any grievance shall be considered  
19 settled at the completion of any step in the procedure if all parties  
20 concerned are mutually satisfied. Dissatisfaction is implied in recourse  
21 from one step to the next.

22 (6) FORMS. There are two separate forms used in processing a grievance:

23 (a) Written Grievance Appeal Form;

24 (b) Grievance Disposition Form.

25 Procedures To Be Followed When Initiating A Written Grievance Appeal  
26 Form

- 27 1. The employee alone or with his/her Union representative  
28 shall cite the specific rule, regulation or contract provision  
29 that was alleged to have been violated at the first step of the  
30 grievance procedure.

2. The employee alone or with his/her Union Representative shall in writing provide his/her immediate supervisor designated to hear grievances an explanation as to when, where, what, who, and why the employee believes that his/her contractual rights have allegedly been violated. The Written Grievance Appeal Form shall contain the date or time that the employee alleges that his/her contractual rights had been violated.
3. The employee alone or with his/her Union Representative shall detail, in writing, the relief the employee is requesting.
4. If more space is required than is provided for on the Written Grievance Appeal Form in order to comply with the provisions of this section, the employee shall be permitted to submit written attachments to said form.
5. The Written Grievance Appeal Form shall be prepared by the employee or with his/her Union Representative in a manner that is neat, clear, and discernible. The grievant(s) must sign the grievance. Failure of the grievant(s) to sign the grievance shall bar the grievance from being processed.
6. If the employee alone or with his/her Union Representative fails to follow section 4.02 (6) 1,2,3,4, and 5, the employee's immediate supervisor designated to hear grievances may return the Written Grievance Appeal Form to the employee for corrections. Failure on the part of the grievant to make the corrections shall serve as a bar to the grievance proceeding.
7. These procedures are to assist the employee, the Union, and management in the resolution of grievances at their lowest level of the grievance procedure. If they are not followed

1 they shall serve as a bar to the right of an employee to file a  
2 grievance.

3 (7) STEPS IN THE PROCEDURE

4 (a) Step 1

- 5 1. The employee with his/her representative shall explain the  
6 grievance verbally to his/her immediate supervisor  
7 designated to respond to employee grievances.
- 8 2. The supervisor designated in paragraph 1 shall within 5  
9 working days verbally inform the employee of his/her  
10 decision on the grievance presented.
- 11 3. If the supervisor's decision resolves the grievance, the  
12 decision shall be reduced to writing on a grievance  
13 disposition form within 5 (five) working days from the date  
14 of the verbal decision and a copy of said disposition shall  
15 be immediately forwarded to the Director of Labor  
16 Relations.

17 (b) Step 2

- 18 1. If the grievance is not settled at the first step, the employee,  
19 or his/her Union representative, shall prepare the Written  
20 Grievance Appeal Form and shall serve it upon the person  
21 designated to receive grievances and shall present such  
22 form to the supervisor designated in paragraph 1 to initial  
23 as confirmation of his/her verbal response.
  - 24 (a) The employee alone or with his/her Union  
25 representative shall fill out the Written Grievance  
26 Initiation Form pursuant to section 4.02 (6) 1, 2, 3,  
27 4, 5, 6, 7, of this Agreement.
- 28 2. The employee alone or with his/her Union representative  
29 after receiving confirmation shall forward the grievance to  
30 his/her appointing authority or the person designated by

1 him/her to receive grievances within fifteen (15) working  
2 days of the verbal decision.

3 3. The person designated in Step 2, Par. 2, will schedule a  
4 hearing with the person concerned and within fifteen (15)  
5 days from date of service of the Written Grievance Appeal  
6 Form, the Hearing Officer shall inform the aggrieved  
7 employee, the Director of Labor Relations, and the Shop  
8 Chairperson of the Union in writing of his/her decision.

9 4. The second step of the grievance procedure may be  
10 waived by mutual consent of the Business  
11 Representative of the Union or designee and the  
12 Director of Labor Relations or designee. If the  
13 grievance is not resolved at Step 2 as provided, the  
14 Union shall appeal such grievance within thirty (30)  
15 days from the date of the 2nd Step grievance  
16 disposition to Step 3.

17 (c) Step 3

18 1. The Director of Labor Relations or designee shall  
19 attempt to resolve all grievances timely appealed to the  
20 3rd Step. The Director of Labor Relations or designee  
21 shall respond in writing by certified mail to the Union  
22 within 30 working days from the date of receipt by the  
23 Director of Labor Relations of the Step 2 Appeal.

24 2. In the event the Director of Labor Relations or designee  
25 and the Shop Chairperson of the Union or designee  
26 mutually agree to a resolve of the dispute, it shall be  
27 reduced to writing and binding upon all parties and shall  
28 serve as a bar to further appeal. The Union shall mail, by  
29 certified mail, with the appropriate Union signature to the  
30 Director of Labor Relations' office, the Director's

1 disposition indicating their approval or disapproval of said  
2 decision. The Union shall return the third step disposition  
3 within 30 calendar days of the third step disposition.  
4 Failure of the Union to respond shall mean the grievance is  
5 withdrawn and shall serve as a bar to further appeal and  
6 processing.

7 3. The 3rd Step of the grievance procedure shall be limited to  
8 the Director of Labor Relations or designee and the  
9 Business Representative of the Union and a Shop  
10 Chairperson of the Union and representatives of the  
11 appropriate appointing authority involved in each dispute.  
12 The number of representatives at any Step 3 hearing may  
13 be modified by mutual consent of the parties.

14 4. The Director of Labor Relations or designee shall have the  
15 unilateral authority to modify any grievance disposition  
16 rendered in Step 1 and/or Step 2 and shall within five (5)  
17 days of the disposition, notify the union and the department  
18 of any such modification. Within 15 days a step 3 hearing  
19 shall be held.

20 (8) No grievance shall be initiated after the expiration of 45 calendar days  
21 from the date of the grievable event and a grievance shall be considered  
22 settled after one year from initiation unless it is pending disposition of  
23 Arbitrator.

24 (9) Representation at hearings on group grievances shall be limited to 2  
25 employees from among the group.

26 (10) At each successive step of the grievance procedure, the subject matter  
27 treated and the grievance disposition shall be limited to those issues  
28 arising out of the original grievance as filed.

29 (11) In those cases the grievance shall not be resolved in a manner inconsistent  
30 with the existing collective bargaining agreement.

1 (12) A copy of all grievance dispositions shall be promptly forwarded to the  
2 Business Representative of the Union and Shop Chairperson.

3 (13) The Union shall, in writing, notify the Director of Labor Relations or  
4 designee within forty-eight (48) hours prior to the arbitration hearing of  
5 the names of the employees the Union wishes to have released for the  
6 arbitration hearing. The release of said employees shall be subject to the  
7 review by the Director of Labor Relations or designee and shall be subject  
8 to mutual agreement of both the Union and the Director of Labor  
9 Relations. The release of employees shall not be unreasonably denied.

#### 10 11 4.03 ACCESS TO WORK LOCATIONS

12 (1) Reasonable access to employee work locations shall be allowed to officers  
13 of recognized employee organizations and their officially designated  
14 representatives for the purpose of processing grievances or contacting  
15 members of the organization concerning business within the scope of this  
16 Agreement. Such access shall be permitted under the following terms and  
17 conditions:

18 (a) When an employee wishes to initiate a grievance or has been  
19 designated as an employee representative in accordance with  
20 Section 4.02(2) of this Agreement to represent another employee in  
21 the grievance procedure, he shall not leave his area of work  
22 assignment until after having received authorization from his  
23 supervisor. Notification of participation in the grievance  
24 procedure shall be made as far in advance as possible. Every  
25 reasonable effort will be made to excuse such employee to permit  
26 Union representatives to meet with employees before the end of  
27 the shift.

28 (b) When leaving his area of work assignment to participate in the  
29 grievance procedure in another department, the employee shall  
30 report his presence to the person in charge of such other

1 department to inform him of the purpose of his visit. He shall  
2 conclude his business as expeditiously as possible and in such  
3 manner as will not interfere with the normal operations of the  
4 department.

5 (c) Upon completion of his business, he will return to his assigned  
6 work area forthwith and shall notify supervision when he has done  
7 so.

8 (2) Business Representatives of recognized employee organizations who are  
9 not employees shall be governed by these procedures insofar as they are  
10 applicable.

11 (3) Travel time, when required, shall be governed by the provisions of sec.  
12 3.02 of the Agreement.

13 (4) Employees engaged in Union business in accordance with the provisions  
14 of this section during working hours shall suffer no loss of pay or benefits.  
15

#### 16 4.04 ARBITRATION PROCEDURE

17 (1) To assist in the resolution of disputes arising under the terms of the  
18 Agreement and in order to resolve such disputes, the parties agree to  
19 petition the Wisconsin Employment Relations Commission to appoint an  
20 arbitrator from their staff to resolve all disputes arising between the  
21 parties.

22 (2) The filing of such a grievance shall not stay the effectiveness of any rule,  
23 directive or order which gave rise to such grievance and any such rule,  
24 directive or order shall remain in full force and effect, unless rescinded or  
25 modified as a result of the Arbitrator's award.

26 (3) Arbitration may be initiated by the Union serving upon the County a  
27 notice, in writing, of its intent to proceed to arbitration. The notice shall  
28 identify the specific contract provision or working condition upon which it  
29 relies, the grievance, the department, and the employees involved.

- (4) For purposes of brevity, the term "arbitrator" shall refer either to a single arbitrator or a panel of arbitrators, as the case may be.
- (5) The following subjects shall not be submitted to arbitration:
- (a) The statutory or charter obligations which, by law, are delegated to the Milwaukee County Board of Supervisors.
  - (b) Disputes or differences regarding the classification of positions, and elimination of positions.
- (6) No issue shall be subject to arbitration unless the issue results from an action or occurrence which takes place following the execution of this Agreement.
- (7) The arbitrator selected shall hold a hearing at a time and place convenient to the parties within thirty (30) working days of the notification of selection, unless otherwise mutually agreed upon by the parties, and witnesses may be called. The arbitrator shall determine whether or not the dispute is arbitrable under the express terms of this Agreement. Once it is determined that a dispute is arbitrable, the arbitrator shall proceed in accordance with this section to determine the merits of the dispute submitted to arbitration.
- (8) No award of any arbitrator may be retroactive for a period greater than 130 working days prior to the formal request for arbitration as herein provided, nor shall it cover or include any period prior to the date of execution of this Agreement.
- (9) The Arbitrator shall neither add to, detract from, nor modify the language of this Agreement in arriving at a determination of any issue presented that is proper for arbitration within the limitations expressed herein. The arbitrator shall have no authority to grant wage increases or wage decreases.
- (10) The arbitrator shall expressly be confined to the precise written issue submitted for arbitration, and shall not submit declarations of opinion which are not essential in reaching the determination of the question



submitted unless requested to do so by the parties. It is contemplated by the provisions of this Agreement that any arbitration award shall be issued by the arbitrator within sixty (60) working days after the notice of appointment unless the parties to this Agreement shall extend the period in writing by mutual consent.

(11) All expenses involved in the arbitration proceeding shall be borne equally by the parties. Expenses relating to the calling of witnesses or the obtaining of depositions or any other similar expense associated with proceeding shall be borne by the party at whose request the witnesses or depositions are required.

(12) The decision of the arbitrator when filed with the parties shall be binding on both parties.

#### 4.05 DISCIPLINARY SUSPENSIONS NOT APPEALABLE UNDER S. 63.10 WIS STATS.

In cases where an employee is suspended for a period of 10 days or less by his department head, pursuant to the provisions of s. 63.10, Stats., the Union shall have the right to refer such disciplinary suspension to the arbitrator who shall proceed in accordance with the provisions of s. 4.04(3). Such reference shall in all cases be made within 60 working days from the effective date of such suspension. The decision of the arbitrator shall be served upon the Department of Labor Relations and the Union. In such proceedings the provisions of sec. 4.04(3) shall apply.

#### 4.06 REPRESENTATION AT DISCIPLINARY HEARINGS

(1) At meetings called for the purpose of considering the imposition of discipline upon employees, the employee shall be entitled to Union representation but only at the administrative level at which suspension may be imposed or effectively recommended, that is, at the level of the appointing authority or his designee for such purposes.

- 1           (2) It is understood and agreed that such right is conditioned upon the  
2 following:
- 3           (a) At the hearing before the appointing authority or designee for  
4 disciplinary purposes, the employee may be represented by Union  
5 officials equal to the number of management officials present at  
6 such hearing.
- 7           (b) The meeting at which the Union official is permitted to be present  
8 shall not be an adversary proceeding. The Union official may  
9 bring to the attention of the appointing authority or designee any  
10 facts which he considers relevant to the issues and may  
11 recommend to the appointing authority on behalf of the employee  
12 what he considers to be the appropriate disposition of the matter.  
13 The employee shall not be entitled to have witnesses appear on his  
14 behalf nor shall the supervisory personnel present at such hearing  
15 be subject to cross-examination or harassment. These restrictions  
16 recognize that the purpose of Union representation at such hearings  
17 is to provide the employee with a spokesman to enable him/her to  
18 put the case before the appointing authority and, further, to apprise  
19 the Union of the facts upon which the decision of the appointing  
20 authority or designee is made. These restrictions are in recognition  
21 of the further fact that, in accordance with other terms and  
22 concessions of this Agreement, the employee has recourse from the  
23 decision of the appointing authority or designee to the arbitrator  
24 where the employee is entitled to a full measure of due process.
- 25           (c) Recognizing that discipline is most effectively imposed as  
26 contemporaneously as possible with the incident leading to  
27 discipline, it shall be the obligation of the employee to make  
28 arrangements to have his Union representative present at the time  
29 the meeting is set by the appointing authority or designee to  
30 consider the imposition of discipline. In order to carry out the

1 intent of this Agreement, written notice of the meeting shall be  
2 provided to the employee and the Union not less than 48 hours  
3 prior to such a meeting, and such notice shall be accompanied by a  
4 brief statement of the basis for the proposed discipline. The  
5 inability of the employee to secure the services of any particular  
6 Union representative shall not be justification for adjourning such  
7 hearings beyond the date and time originally set by the appointing  
8 authority.

9 (d) Nothing contained herein shall in any way limit the authority of  
10 supervisory staff to impose summary discipline where the  
11 circumstances warrant such action. If summary discipline is in the  
12 form of a suspension, it is understood that a review of the action of  
13 the supervisor will be made at the level of the appointing authority  
14 or designee to review the action taken by the immediate  
15 supervisor. Hearings to review such summary suspensions shall be  
16 held as soon as practicable at the level of the appointing authority  
17 or his designee. At such hearing the employee shall be entitled to  
18 the rights set forth herein.

## 20 PART 5

### 22 5.01 SUCCESSORS AND ASSIGNS

23 In the event any institution, department or other County function is taken over by any other  
24 governmental agency, the County will make every effort to persuade the successor agency to  
25 hire affected employees and to adopt and maintain in force the present wages, hours and  
26 conditions of employment to which the affected employees are entitled under the existing  
27 bargaining agreement.

1    5.02 ENTIRE AGREEMENT

2    The foregoing constitutes the entire Agreement between the parties by which the parties  
3    intend to be bound and no verbal statement shall supersede any of its provisions. All  
4    existing ordinances and resolutions of the Milwaukee County Board of Supervisors  
5    affecting wages, hours and conditions of employment not inconsistent with this  
6    Agreement are incorporated herein by reference as though fully set forth. To the extent  
7    that the provisions of this Agreement are in conflict with existing ordinances or  
8    resolutions, such ordinances and resolutions shall be modified to reflect the agreements  
9    herein contained.

10  
11   5.03 SAVING CLAUSE

12   If any article or part of this Agreement is held to be invalid by operation of law or by any  
13   tribunal of competent jurisdiction, or if compliance with or enforcement of any article or  
14   part should be restrained by such tribunal, the remainder of this Agreement shall not be  
15   affected thereby and the parties shall enter into immediate negotiations for the purpose of  
16   arriving at a mutually satisfactory replacement for such article or part.

17  
18   5.04 COLLATERAL AGREEMENTS

19   From time to time it may be necessary to vary from the terms of this Agreement in order  
20   to take into account changing circumstances. When the Union and the Employer  
21   determine that a modification should be made, the parties agree to do so in writing and in  
22   compliance with this Section of the Agreement.

23  
24   Agreements of this type will be entered into only by the President of the Union. The  
25   signature of the President on any document reflecting an agreement with the County shall  
26   be binding. The same presumption shall apply to the signature of the County official  
27   with whom the understanding has been negotiated.

28  
29   All collateral agreements shall be executed by the appropriate County official and  
30   authorized and signed by the Director of Labor Relations.

1 DATED AT MILWAUKEE, WISCONSIN, THIS \_\_\_\_\_ day of \_\_\_\_\_ 2005.  
2 (Three copies of this instrument are being executed all with the same force and effect as  
3 though each were an original.)  
4

5 DISTRICT NO. 10, INTERNATIONAL COUNTY OF MILWAUKEE,  
6 ASSOCIATION of MACHINISTS a municipal body corporate  
7 and AEROSPACE WORKERS  
8  
9

10  
11 By: \_\_\_\_\_ By: \_\_\_\_\_  
12 William Christianson Scott Walker  
13 Business Representative County Executive  
14  
15

16  
17 By: \_\_\_\_\_ By: \_\_\_\_\_  
18 Russell Weber Mark Ryan  
19 Milwaukee County County Clerk  
20 Machinists Group  
21  
22

23  
24 IN PRESENCE OF: IN PRESENCE OF:  
25  
26  
27 \_\_\_\_\_  
28 Troy M. Hamblin  
29 Director Labor Relations  
30  
31  
32 \_\_\_\_\_  
33

34

35 APPROVED FOR EXECUTION

36

37 \_\_\_\_\_  
38 Corporation Counsel

**EXECUTED**

**2005 – 2006  
AGREEMENT  
Between  
COUNTY OF MILWAUKEE  
And  
DISTRICT NO. 10  
INTERNATIONAL ASSOCIATION OF MACHINISTS AND  
AEROSPACE WORKERS**

**MILWAUKEE COUNTY  
LABOR RELATIONS  
ROOM 210, COURTHOUSE  
901 NORTH NINTH STREET  
MILWAUKEE, WISCONSIN 53233  
414-278-4852**

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